

# CITY OF CORONA

Riverside County, California

## FORMAL

Public Works Department

### CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

### SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE

PROJECT NO. 2018-03, NIB 19-019CA  
DRAWING NO. 18-010U

#### FUNDED BY

CITY OF CORONA  
DEPARTMENT OF WATER AND POWER  
755 PUBLIC SAFETY WAY  
CORONA, CA 92880  
(951) 736-2234

OCTOBER, 2018

#### PREPARED BY

CITY OF CORONA  
PUBLIC WORKS DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS  
400 S. VICENTIA AVENUE, STE. 210  
CORONA, CA 92882-2187  
(951) 279-3620

**CONTRACT DOCUMENTS AND SPECIAL PROVISIONS  
FOR THE  
CITY OF CORONA**

**SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE**

**FORMAL**

**Project No. 2018-03, NIB 19-019CA**



**APPROVALS**

for City of Corona:

Nelson D. Nelson  
Public Works Director

12/21/2018  
Date

# **CITY OF CORONA**

## **SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE**

**PROJECT NUMBER 2018-03, NIB 19-019CA**

### **BID AND CONTRACT DOCUMENTS**

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## CITY OF CORONA

### NOTICE INVITING BIDS

The City of Corona (City) will receive sealed bids for the **Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue, Project No. 2018-03, NIB 19-019CA** at the City of Corona Administrative Services Department, Purchasing Division office, 400 South Vicentia Avenue, Suite 320, Corona, California, 92882-2187, no later than **February 26, 2019, 10:00 AM**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms. (We do not provide option for electronically submitted bids.)

Bidders may access and download Contract Documents, Plans, and Specifications online at <https://www.coronaca.gov/i-want-to/rfp-posts-list>.

The City conducted a public invitation to prequalify bidders, and this Contract requires bidder prequalification by the City of Corona Department of Water and Power. Only bidders who have successfully completed the prequalification process for the applicable category of work by the bid opening date and time, as posted on the City's Bid Opportunities webpage shall be entitled to submit a bid for this Project. Bids submitted by firms not prequalified to bid this Project will not be accepted and will be returned unopened. The list of prequalified contractors for this Project is available for download from the City's Bid Opportunities webpage at: <https://www.coronaca.gov/i-want-to/rfp-posts-list/-selsta-4>.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than 10% of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the Non-Collusion Declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure performance under the Contract.

The Work is subject to the payment of not less than prevailing wages pursuant to Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"). The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Bidder, copies of which are on file and will be made available to any interested party upon request at Owners office or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful Bidder at the Project site.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no

contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

The successful Bidder and their subcontractor(s) shall comply with all applicable Prevailing Wage Laws, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, the payment of overtime, and the debarment of contractors and subcontractors. The successful Bidder and all subcontractor(s) under him shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon and Related Acts and the Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

Each Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: a valid Class 'A' license.

The successful Bidder must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are broader, the successful Bidder shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. The successful Bidder will be required to indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by the successful Bidder, its subcontractors, or others for whom the successful Bidder is responsible under its indemnity obligations.

Funding for this Project is expected to be provided in full or in part with federal housing and community development block funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this Project is included in the Contract Documents. The successful bidder and all subcontractors shall comply with all applicable federal and state laws, rules, and regulations, including but not limited to U.S. Department of Housing and Urban Development (HUD) funding requirements (24 CFR Part 135), the federal Davis-Bacon Act, and the prohibition against contractors who are debarred from federal contracting. The funding requirements are included in Appendix I within these Contract Documents.

Bidders shall document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the bid and contract.

This is a HUD Section 3 construction contract. Bidders shall, to the greatest extent feasible, direct employment, training and contracting opportunities to low- and moderate-income residents of the project area. Contractors and subcontractors of \$100,000 or more shall either be qualified Section 3 Business concerns or shall commit to achieving the Section 3 goals to the greatest extent

feasible by submitting a Section 3 Economic Opportunity Plan. All contractors over \$100,000 shall submit a Section 3 Economic Opportunity Report upon completion of the project.

In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions of 2 CFR 200.317 and 200.318 apply. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The City will contract with a third-party labor compliance firm to monitor and enforce the applicable provisions of the federal Davis-Bacon and Prevailing Wage Laws, including but not limited to the standard provisions requiring payment of prevailing wages, maintenance and submission of certified weekly payroll records, hiring of apprentices, and compliance and enforcement by the DIR pursuant to SB854. Contractor shall work with City staff and consultants to ensure full compliance with applicable Prevailing Wage Laws.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the total Bid amount. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Carolyn Appelt at (951) 279-3620 or via email at Carolyn.Appelt@CoronaCA.gov.

Nelson D Nelson  
Public Works Director

Date: 12/21/2018

## **CITY OF CORONA**

### **INSTRUCTIONS TO BIDDERS**

#### **1. AVAILABILITY OF CONTRACT DOCUMENTS**

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective Bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please note that prospective Bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

#### **2. EXAMINATION OF CONTRACT DOCUMENTS**

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

#### **3. INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to Carolyn Appelt emailing to [Carolyn.Appelt@CoronaCA.gov](mailto:Carolyn.Appelt@CoronaCA.gov) no later than the 5th calendar day preceding the date set for the receipt of Bids.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed, emailed or delivered to parties that have obtained a set of Contract Documents and provided such notification to the City. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

#### **4. INSPECTION OF SITE**

Each prospective Bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

## **5. ADDENDA**

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective Bidder shall provide the City a name, address and email information to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be furnished by email, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information to the City. Please note that Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Purchasing Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

## **6. ALTERNATE BIDS – INTENTIONALLY LEFT BLANK**

## **7. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and are provided herein. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

## **8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

## **9. DESIGNATION OF SUBCONTRACTORS; PCC 3400(C) FINDINGS**

Pursuant to State law, the Bidders must designate the name, location, DIR registration and contractor's license number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to Bidders to submit any of the requested information in the Designation of Subcontractor form. Please note that if the "PCC 3400(c)" column in the Designation of Subcontractor's form states "yes", then a portion of the work described is impacted by findings made by the City that a particular material, product, thing or service must be used and has been designated by a specific brand or trade name (a copy of the applicable approved Notice Designating Sole Source Equipment and Products Specifications is available upon request from the City). In such cases, there may be only one subcontractor

qualified or authorized to perform a portion of the work described, so Bidders must take note and ensure that you list the proper subcontractor.

## **10. LICENSING REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract. Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

## **11. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

## **12. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the Bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check, or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

## **13. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope,

sealed, addressed and delivered or mailed, postage prepaid to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name)  
for the Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue, Project  
No. 2018-03, NIB 19-019CA**

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids and may reject any bid not strictly complying with City's designated methods for delivery. (We do not allow electronically submitted bids.)

#### **14. DELIVERY AND OPENING OF BIDS**

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

#### **15. WITHDRAWAL OF BID**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

#### **16. RELIEF FROM THE BID DUE TO A MISTAKE**

Pursuant to Sections 5100 through 5107 of the Public Contract Code, a Bidder may be relieved of its bid by the City.

Pursuant to Section 5103 of the Public Contract Code, the Bidder shall establish to the satisfaction of the City that:

- A. A mistake was made.
- B. The Bidder gave the City written notice of the mistake within 5 days after the date of the Bid opening specifying in detail how the mistake occurred.
- C. The mistake made the Bid materially different than the Bidder intended it to be.
- D. The mistake was made in filling out the Bid and not due to error in judgment or to carelessness in inspecting the Work site, or in reading the Plans and Specifications.

Pursuant to Section 5105 of the Public Contract Code, a Bidder who claims a mistake shall be prohibited from participating in further bidding on the Contract on which the mistake was claimed.

## **17. BASIS OF AWARD; BALANCED BIDS**

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weighs or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

## **18. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No Bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, except for quoting prices of materials to a Bidder, when also submitting a prime bid on the same Project.

## **19. INSURANCE REQUIREMENTS**

The successful Bidder shall procure the insurance in the form and in the amount specified in the General Provisions Section 7-3 Insurance et seq. contained in these Contract Documents.

## **20. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have 10 consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether or not the Bidder supplies the required documents and certifications in a timely manner, the Contract time may begin to run 10 calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

No Bid shall be considered as binding upon the City until the Contract is fully executed.

## **21. FILING OF BID PROTESTS**

Bidders may file a "protest" of a Bid with the Purchasing Specialist. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within 5 calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the Purchasing Specialist or other designated City staff member shall review the basis of the protest and all relevant information. The Project Manager will provide a written

decision to the protestor. The protestor may then appeal the decision of the Purchasing Specialist to the Purchasing Manager.

## **22. WORKERS COMPENSATION**

Each Bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

## **23. SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300. City expenses for administration of the Escrow Agreement shall be billed quarterly to the Contractor pursuant to the City's current Fee Recovery Schedule effective May 22, 2017.

Set up fees (one time only)	\$270.00
Monthly maintenance fee	\$32.00

## **24. PREVAILING WAGES**

Refer to the Notice Inviting Bids and Article 8 of the Contract for Prevailing Wage requirements.

## **25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **26. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for 100% of the Total Bid Price. The City does not require original, embossed corporate seals on any bonds. However, the City reserves the right at any time to demand an original bond with an embossed corporate seal, and Contractor shall supply such bond within seven (7) calendar days of any such request.

## **27. REQUEST FOR SUBSTITUTIONS**

The successful Bidder shall comply with the substitution request provisions set forth in the General Provisions, including any deadlines for substitution requests which may occur prior to the bid opening date.

## **28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## **29. EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

## **30. SAFETY REQUIREMENTS/VIOLATIONS**

Safety at the Project site during performance of the Work is of paramount concern to the City. Accordingly, Bidders must not have committed any serious violations within the last two (2) years or any willful violations within the last five (5) years of federal or state OSHA regulations. Bidders must identify the number of OSHA violations on the INFORMATION REQUIRED OF BIDDERS page. Any serious or willful violation falling within the timeframes noted above may render a bid as non-responsive. We strongly encourage full disclosure, since failure to identify all violations on the INFORMATION REQUIRED OF BIDDERS page may result in rejection of the bid as non-responsive or the Bidder as non-responsible following a hearing. A citation properly appealed through OSHA is not considered to be a violation until the matter is closed and considered final by OSHA. The City still expects this information to be disclosed by the bidder, with an explanation and documentation showing that the matter is properly under appeal with OSHA and not considered closed or final. Failure to be forthcoming with this information may result in rejection of the bid as non-responsive.

## **31. IRAN CONTRACTING ACT**

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran. For bids \$1,000,000 or more, Bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act Certification form and submit with their bid. Failure to do so may deem Contractor's Bid non-responsive.

## **END OF INSTRUCTIONS TO BIDDERS**

**BID FORM**

NAME OF BIDDER: \_\_\_\_\_

The undersigned, hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE,  
PROJECT NO. 2018-03, NIB 19-019CA**

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

1. Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, class of license \_\_\_\_\_. If the Bidder is a joint venture, each member of the joint venture must include the above information. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Attached is the fully executed Iran Contracting Act Certification Form (for bids of \$1,000,000 or more).

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID SCHEDULE****SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE,  
PROJECT NO. 2018-03, NIB 19-019CA**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>ITEM COST</b>
<b>1</b>	Mobilization and Demobilization	LS	1		
<b>2</b>	Traffic Control	LS	1		
<b>3</b>	Changeable Message Sign and Flashing Arrow Board	LS	1		
<b>4</b>	Implementation of BMP's	LS	1		
<b>5</b>	Information Project Signs	EA	1		
<b>6</b>	Public Notification	LS	1		
<b>7</b>	Water Consumption	LS	1		
<b>8</b>	Asphalt Base Course Pavement Type C2-PG 64-10	TN	600		
<b>9</b>	Cold Mill and Asphalt Finish Course Pavement Type D2-PG 64-10	TN	300		
<b>10</b>	Thermoplastic Striping, Pavement Markings, and Legends (Restriping)	LS	1		
<b>11</b>	Exploratory Excavations/Potholing	EA	20		
<b>12</b>	Trench Safety and Shoring	LS	1		
<b>13</b>	Construction Survey and Staking	LS	1		

<b>14</b>	Sawcut and Remove Bituminous Pavement (up to 10" thickness)	LS	1		
<b>15</b>	12-inch Ductile Iron Pipe	LF	2,000		
<b>16</b>	4-inch Ductile Iron Pipe	LF	15		
<b>17</b>	10-inch Ductile Iron Pipe	LF	10		
<b>18</b>	10" Ductile Iron/PVC Pipe Coupling Adapter	EA	2		
<b>19</b>	10" Ductile Iron Pipe Coupling	EA	2		
<b>20</b>	10-inch Gate Valve and Valve Can Per City STD 420 and 422	EA	1		
<b>21</b>	Cut into Existing PVC Pipe and Install 10-inch Gate Valve and Valve Can Per City STD 420 and 422	EA	1		
<b>22</b>	12-inch Gate Valve and Valve Can Per City STD 420 and 422	EA	7		
<b>23</b>	8-inch Gate Valve and Valve Can Per City STD 420 and 422	EA	2		
<b>24</b>	12-inch Ductile Iron 45° Bend with Megalug	EA	6		
<b>25</b>	4-inch Ductile Iron 45° Bend with Megalug	EA	8		
<b>26</b>	12"x12"x8"x8" Ductile Iron Cross	EA	1		
<b>27</b>	12"x12"x12" Ductile Iron Tee	EA	2		
<b>28</b>	8"x4" Ductile Iron Reducer	EA	2		

<b>29</b>	12"X10" Ductile Iron Reducer	EA	3		
<b>30</b>	Fire Hydrant Assembly Per City STD 412 and Blue Dot Marker Per City STD 531	EA	8		
<b>31</b>	1-inch Combination Air/Vac Assembly Per City STD 413	EA	1		
<b>32</b>	12-inch Ductile Iron Adapter with Megalug	EA	4		
<b>33</b>	12-inch Blind Flange	EA	1		
<b>34</b>	Thrust Block Per City STD 401	EA	6		
<b>35</b>	Weld Flange to Existing 4-inch Steel Pipe and Install 4-inch Flange Insulating Joint per City STD 458	EA	2		
<b>36</b>	Weld Flange to Existing 10-inch PVC Pipe and Install 10-inch Flange Insulating Joint per City STD 458	EA	1		
<b>37</b>	Remove Interfering Portions of Existing Waterline	LF	80		
<b>38</b>	Join Existing Waterline	EA	4		
<b>39</b>	Potable Waterline Pressure Testing, Flushing, Disinfection, Sampling, Bacteriological Testing, and Dechlorination of Discharge Water including Temporary Fittings, Piping and Hoses to Complete Work	LS	1		
<b>40</b>	Remove and Reinstall Inductive Loop Detection Cables	LS	1		
<b>41</b>	4-inch Water Service per City STD 426	EA	1		
<b>42</b>	2-inch Water Service per City STD 415	EA	1		

<b>43</b>	8-inch Fire Service per City STD 417	EA	1		
<b>44</b>	De-Watering 30-inch Steel Waterline	LS	1		
<b>45</b>	Remove and Replace Street Light Conduit (Deletable Bid Item)	LF	30		
<b>46</b>	Remove and Replace Existing Curb and Gutter (Deletable Item)	LF	30		

### **TOTAL BID PRICE OF BID SCHEDULE**

\$ \_\_\_\_\_  
**Total Bid Price in Numbers**

### **BASIS OF AWARD**

The basis of Award of this Contract shall be on the lowest total for the Bid Schedules. In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

The Bidder agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

**SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE,  
PROJECT NO. 2018-03, NIB 19-019CA**

**BIDDER SELF-PERFORMANCE VERIFICATION FORM**

This form is intended to assist the Bidder in verifying its compliance with Subsection 2-3 of the Standard Specifications for Public Works Construction and the Special Provisions.

(1) Total \$ amount of the Work to be performed by subcontractors: \$\_\_\_\_\_.

(2) Specialty Items (to be performed by subcontractors): *This must be filled in by Agency.*

Item No.	\$ _____.
Item No.	\$ _____.
Item No.	\$ _____.
Item No.	\$ _____.
Item No.	\$ _____.

Subtotal: \$\_\_\_\_\_.

(3) Net subcontracted amount  
(Line 1 – Line 2): \$\_\_\_\_\_.

(4) Contract Price (Grand Total from the Schedule of Prices: \$\_\_\_\_\_.

(5) Contract Price less Specialty Items to be performed by  
Subcontractors (Line 4 – Line 2): \$\_\_\_\_\_.

(6) Percentage to be self-performed:  
([Line 5 – Line 3]/Line 5 x 100) \$\_\_\_\_\_.

If Line 6 is less than 50%, the amount of work to be self-performed is not in conformance with Subsection 2-3 of the Standard Specifications for Public Works Construction and the Special Provisions.

## **ADDENDA ACKNOWLEDGEMENT**

### **SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO RIMPAU AVENUE, PROJECT NO. 2018-03**

**NIB 19-019CA**

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addenda No: \_\_\_\_\_ Dated: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

## **CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BID BOND

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the City of Corona, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for

Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue,  
Project No. 2018-03, NIB 19-019CA

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

Surety: \_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact  
Title: \_\_\_\_\_

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 } ss.  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature: Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____		Signer's Name: _____	
<input type="checkbox"/> Individual	Right Thumbprint of Signer Top of thumb here	<input type="checkbox"/> Individual	Right Thumbprint of Signer Top of thumb here
<input type="checkbox"/> Corporate Officer Title(s): _____		<input type="checkbox"/> Corporate Officer Title(s): _____	
<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General		<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General	
<input type="checkbox"/> Attorney in Fact		<input type="checkbox"/> Attorney in Fact	
<input type="checkbox"/> Trustee		<input type="checkbox"/> Trustee	
<input type="checkbox"/> Guardian or Conservator		<input type="checkbox"/> Guardian or Conservator	
<input type="checkbox"/> Other:		<input type="checkbox"/> Other:	
Signer is Representing: _____		Signer is Representing: _____	
_____		_____	
_____		_____	
_____		_____	

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each Bidder shall set forth below: (a) the name and the license number and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information. If Contractor does not list a subcontractor below which Contractor would otherwise be required by law to list then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location, Subcontractor License No. & DIR Registration Number	% of the Work

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS****A. INFORMATION ABOUT BIDDER**

[\*\*Indicate not applicable ("N/A") where appropriate. \*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

Name of Bidder: \_\_\_\_\_

Type, if Entity: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

DIR Registration No.	E-mail Address	Telephone Number
License No.	Expiration Date	Class of License

**B. CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

Number of OSHA Violations within the last 5 years (must state zero if none):

\_\_\_ Serious    \_\_\_ Willful    \_\_\_ Repeat    \_\_\_ Other    \_\_\_ Unclass    \_\_\_ Total

**C. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [Bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, plotted, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at  
\_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Party Submitting Bid

**IRAN CONTRACTING ACT**  
**(Public Contract Code sections 2202-2208)**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
IF BID AMOUNT IS \$1,000,000 OR MORE)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a public entity contract for goods or services of \$1,000,000 or more, a bidder must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder identified below, and the bidder identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in (City/State)</i>



## City of Corona

### Contractor / Subcontractor Registration Form

All prospective bidders, as well as Subcontractor, are required to complete this form.

#### Firm Info:

Firm Name:

\_\_\_\_\_

Firm Address:

\_\_\_\_\_

City:

\_\_\_\_\_

State

\_\_\_\_\_

Zip

\_\_\_\_\_

Phone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Taxpayer ID:

\_\_\_\_\_

Business License:

\_\_\_\_\_

Website:

\_\_\_\_\_

#### Contact Info:

Contact Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Email:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Cell:

\_\_\_\_\_

☐

**Alternate Address** ( if different from above) **to Receive Remittance:**

Mailing Address:

\_\_\_\_\_

City

\_\_\_\_\_

State:

\_\_\_\_\_

Zip:

\_\_\_\_\_

### CONTRACTOR/ SUBCONTRACTOR REGISTRATION FORM



**Contractor / Subcontractor Registration Form- Page 3****Ethnicity:**

\*select one from following:

	AFRICAN AMERICAN
	ASIAN AMERICAN
	CAUCASIAN AMERICAN
	HISPANIC AMERICAN
	NATIVE AMERICAN
	PACIFIC ISLANDER AMERICAN
	HASIDIC JEWS

**Ownership Classification**

Classification:

\*

\*select from the following **List of Ownership Classification Codes**

( Select all that apply):

	WBE	(Women Owned Business Enterprise)
	OBE	(Other Business Enterprise)
	DBE	( Disadvantage Business Enterprise)
	DVBE	( Disable Veteran Business Enterprise)
	SLBE	( Small Local Business Enterprise)
	8(a)	(Small Business Administration 8 (a) Enterprise)
	SDB	(Small Disadvantage Business Enterprise)
	LBE	( Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
	SBE	( Small Business Enterprise)
	MBE	(Minority Business Enterprise)

**Certified by an Agency?**☐

No

☐

Yes (enter Certification Number and Certifying Agency below)

Certification #

Agency

Certification #

Agency

Informtaion regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

## CONTRACT

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of Riverside, State of California, by and between the City of Corona, hereinafter called City, and \_\_\_\_\_, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue,  
Project No. 2018-03, NIB 19-019CA**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** A Move-in period of **15 calendar days** shall start on the date of issuance of the Notice to Proceed. This period shall be used by the Contractor to confirm utility locations, turn in project submittals or other supporting documentation for approval and procure the necessary material and equipment to complete the Work. The Work shall commence on the last day of the Move-in period or the first Working Day the Contractor actually starts the Work, **whichever occurs first**. The Contractor shall complete all Work required by the Contract Documents within **50 Working Days**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Payment shall be made as set forth in the General Provisions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration form
- Contract
- Performance Bond

Payment (Labor and Materials) Bond  
General Provisions  
Special Provisions (or Special Conditions)  
Federal Requirements and Federal Forms  
Technical Specifications  
Addenda  
Plans and Contract Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor is aware of the prevailing wage requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may obtain a copy of the prevailing wages from the City. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Act and the Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

**ARTICLE 9. ASSIGNMENT/CORONA UTILITY AUTHORITY.** Contractor understands that the City has entered into a management agreement with the Corona Utility Authority ("CUA") for the maintenance, management and operation of some of its utility system ("CUA Management Agreement"). To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Contract on behalf of the CUA and subject to the terms of the CUA Management Agreement. To the extent that this Contract is deemed to be a "material contract" under the CUA Management Agreement, Contractor has no right to terminate this Contract, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Contract on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p><b>CITY OF CORONA</b></p> <p><b>By:</b></p> <p>_____ Nelson D. Nelson, P.E. Public Works Director</p> <p><b>Reviewed By:</b></p> <p>_____ Tom Moody General Manager</p> <p><b>Reviewed By:</b></p> <p>_____ Vernon R. Weisman, P.E. District Engineer</p> <p><b>Reviewed By:</b></p> <p>_____ Cita Longworth Purchasing Manager</p> <p><b>Attest:</b></p> <p>_____ Sylvia Edwards, City Clerk City of Corona, California</p>	<p><b><u>[NAME OF CONTRACTOR]</u></b></p> <p><b>By:</b></p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ License Number</p> <p><b>By:</b></p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p>
---	---

## CITY OF CORONA

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Corona (hereinafter referred to as "City") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue, Project No. 2018-03, NIB 19-019CA** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, \_\_\_\_\_ the undersigned Contractor and \_\_\_\_\_

\_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of

\_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including, if provided as part of the Contract Documents, the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a contract between such Bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract Documents and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project and the provisions of Section 2819 and 2845 of the California Civil Code. Without limiting the foregoing, such changes, extensions of time and alterations or additions shall include, but are not limited to, changes or alterations to the Contract Documents (including, without limitation, an increase in the total dollar amount of the Contract Documents), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor.

**SIGNATURE PAGE FOR  
CITY OF CORONA  
PERFORMANCE BOND**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR/PRINCIPAL**

(Corporate Seal of Contractor/  
Principal, if a Corporation)

\_\_\_\_\_  
Name of Contractor/Principal (Type or Print)

By: \_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

**SURETY**

(Seal of Surety)

\_\_\_\_\_  
Name of Surety (Type or Print)

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and  
Agent or Representative for service  
of process in California)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

## ACKNOWLEDGMENT

A nary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CITY OF CORONA

### PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue, Project 2018-03, NIB 19-019CA** (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for

any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

**SIGNATURE PAGE FOR  
CITY OF CORONA  
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**CONTRACTOR/PRINCIPAL**  
(Corporate Seal of Contractor/  
Principal, if a Corporation)

\_\_\_\_\_  
Name of Contractor/Principal (Type or Print)

By: \_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

**SURETY**  
(Seal of Surety)

\_\_\_\_\_  
Name of Surety (Type or Print)

By: \_\_\_\_\_  
Attorney-In-Fact

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be  
attached hereto.

## **CERTIFICATES OF INSURANCE AND ENDORSEMENT**

### **Sixth Street Waterline Extension – Grand Boulevard to Rimpau Avenue, Project No. 2018-03, NIB 19-019CA**

The Contractor shall not commence any Work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by the Owner. The required insurance shall be provided by the Contractor in conformance with the requirements of Part 1 of the Special Provisions of these Contract Documents and includes the following:

- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Builders' Risk (Course of Construction/All Risk) Loss Payee Endorsement

**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AND SUBCONTRACTOR'S  
FINAL WAIVER OF LIEN.**

City of Corona  
Public Works Department  
Attn: SERENA HINOJOSA  
400 South Vicentia Avenue  
Corona, CA 92882

**PROJECT:** SIXTH STREET WATERLINE EXTENSION – GRAND BOULEVARD TO  
RIMPAU AVENUE

Consistent with California Public Contract Code Section 7100,  
(the Contractor) hereby agrees that, in consideration of the payment of the undisputed  
Contract amount, \_\_\_\_\_ (the  
Contractor) hereby waives and releases and forever discharges City, all its agents,  
employees, inspectors, assignees, consultants and transferees from any right to a stop  
notice or any right against a labor and material bond on the Project and any and all liability,  
claims, demands, actions or causes of action of whatever kind or nature arising out of in  
any way concerned with the work under the Contract.

\_\_\_\_\_ (the Contractor) guarantees and warranties  
for the Work, and any other continuing obligation of Contractor, shall remain in full force  
and effect as specified in the Contract Documents.

\_\_\_\_\_ (the Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

## CITY OF CORONA

### CONTRACT RETENTION POLICY

(to be completed by City of Corona Finance Department when escrow account is requested)

Pursuant to Section 22300 of the Public Contract Code of the State of California, the City of Corona offers the attached Escrow Agreement for Security Deposits in Lieu of Retention with the following specifications:

- ❖ The City is the owner of the escrow account, the Contractor is the beneficiary.
- ❖ The Escrow Agent is selected by mutual consent between the City and the Contractor. The City will perform due diligence on the proposed banking entity to examine its financial condition, reputation and capacity in the role of a fiduciary agent. If the proposed banking entity meets the City's requirement, the City, Contractor and the proposed banking entity will enter into an Escrow Agreement for Security Deposits In Lieu of Retention.
- ❖ The City shall receive monthly statements from the Escrow Agent on any retention payments to the Escrow Agent and shall reconcile the balance of the account to the City's general ledger retention liability account each month. A copy of the Escrow statement shall be provided to Contractor upon request.
- ❖ The retention account shall be closed solely by direction of the City and the balance therein released to the Contractor, thirty-five (35) days after the Notice of Completion is recorded by Riverside County.
- ❖ City expenses for administration of the Escrow Agreement shall be billed quarterly to the Contractor per the City's current Fee Recovery Schedule effective May 22, 2017.

Set up fees (one time only)	\$270.00
Monthly maintenance fee	\$32.00

Signed:

\_\_\_\_\_  
City of Corona

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Bank's Name  
(Escrow Agent)

\_\_\_\_\_  
Date

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

The **CITY OF CORONA**, hereinafter called "**Owner**," whose address is 400 South Vicentia Avenue, Corona, CA 92882-2187 and (insert Contractor's name), hereinafter called "**Contractor**," whose address is \_\_\_\_\_, and **Union Bank of California**, hereinafter called "**Escrow Agent**," whose address is 445 S. Figueroa Street, 8<sup>th</sup> Floor, Los Angeles, CA 90071.

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (insert project name) in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "**Contract**"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contractor earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of City of Corona, and shall designate the Contractor as the beneficial owner. All securities used as a substitute for retention earnings will be in compliance with the California State Government Code Section 16430.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administrating the Escrow Account and all expenses of the Owner. The expenses and payment terms shall be determined by the Owner and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in Escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied with written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

- 8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
- 9. The Escrow Agent shall rely on the written notification from the Owner and Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of the securities and interest as set forth above.
- 10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

On Behalf of Contractor:

\_\_\_\_\_  
Finance Director  
Title  
  
\_\_\_\_\_  
Kerry D. Eden  
Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
400 S. Vicentia Avenue, Corona, CA 92882  
Address

\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Address

On Behalf of Escrow Agent:

\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
445 S. Figueroa Street, 8<sup>th</sup> Fl.  
Los Angeles, CA 90071  
Address

At the time of escrow account if opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the dates first set forth above.

On Behalf of Owner:

On Behalf of Contractor:

Finance Director  
Title

\_\_\_\_\_

Kerry D. Eden  
Name

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

400 S. Vicentia Avenue, Corona, CA 92882  
Address

\_\_\_\_\_  
Address

SUBSTITUTION REQUEST FORM

TO: City of Corona  
Owner  
400 S. Vicentia Avenue  
Address  
Corona, CA 92882  
City/State/ZIP

PROJECT NAME: \_\_\_\_\_

FROM BIDDER/CONTRACTOR: \_\_\_\_\_

We hereby submit for consideration the following product substitution of specified item for above project:

<u>PLAN OR SECTION NO.</u>	<u>SHEET NUMBER OR PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____

PROPOSED SUBSTITUTION: \_\_\_\_\_

Attach complete dimensional information and technical data needed to substantiate product substitution, including ICBO reports and laboratory tests, if applicable.

Include complete information on changes to Plans and/or Specifications which proposed substitution will require for its proper installation.

Where product substitutions are proposed at multiple locations, submit copies of plans showing in red each location where the product substitution is proposed.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall be indicated.

Submit Manufacturer's Statement of Responsibility.

## SUBSTITUTION REQUEST FORM

Fill in blanks below:

**A.** Does the substitution affect dimensions shown on Plans?

Yes \_\_\_ No \_\_\_ If yes, attach copy of plans and clearly indicate changes.

**B.** Will the undersigned pay for the changes to the design, including engineering, detailing and review costs caused by the requested substitution? Yes \_\_\_ No \_\_\_

**C.** What effect does the substitution have on other trades?

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**D.** What effect does substitution have on applicable code requirements?

1. \_\_\_\_\_

2. \_\_\_\_\_

**E.** What is the ICBO Approval Number? \_\_\_\_\_

**F.** Differences between proposed substitution and specified item:

1. \_\_\_\_\_

2. \_\_\_\_\_

**G.** List three installations where product is in use:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**H.** Address of Authorized Manufacturer's Representative:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/ZIP

**I.** Manufacturer's guarantees of the proposed and specified items are:

Same \_\_\_ Different \_\_\_ (Explain) \_\_\_\_\_

**J.** Owner's share of cost savings if substitution is approved

\$ \_\_\_\_\_

**SUBSTITUTION REQUEST FORM**  
**CONTRACTOR'S CERTIFICATION OF PERFORMANCE AND ASSUMPTION OF LIABILITY**  
**FOR EQUAL PERFORMANCE**

I certify that the proposed substitution is equal to or better in all respects to the product specified and that the proposed substitution will, in all respects perform the function for which it is intended.

Submitted By:

\_\_\_\_\_  
Signature                      Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone                      Date

For use by Design Engineer:

- ☐ Accepted
- ☐ Accepted as Noted
- ☐ Not Accepted
- ☐ Received Too Late

By \_\_\_\_\_

Date \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

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Concurrence By:

\_\_\_\_\_  
Owner

Signature must be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.